



General Purchasing Terms and Conditions

Each Purchase Order placed by Purchaser for Goods (each as defined in Section 1 below) is subject to these General Purchasing Terms and Conditions (“Purchasing Terms”) and the terms of the applicable Purchase Order and is conditional upon Supplier’s agreement to such terms. Supplier shall be deemed to have agreed to be bound by such terms by accepting the Purchase Order and supplying the Goods.

No term or condition contained in any purchase acknowledgement or other instrument shall alter, modify or supplement the parties’ obligations hereunder unless specifically agreed to in writing by Purchaser and signed by a duly authorised representative of Purchaser.

1. DEFINITIONS

- 1.1 “Affiliate” means any other person or entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such person or entity. The term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract or otherwise.
- 1.2 “Company Personal Data” means Personal Data belonging to Purchaser, its Affiliates and each of its and their respective officers, directors, employees, customers, prospective customers, vendors.
- 1.3 “Data Protection Legislation” means all applicable data protection laws and regulations, including but not limited to the Singapore Personal Data Protection Act 2012 and the UK Data Protection Act 1998 (together with the General Data Protection Regulation (EU 2016/2017)) or any successor legislation.
- 1.4 “Force Majeure” means any unavoidable circumstances beyond the control of a party including but not limited to an act of God, storm, tempest, riot or civil disturbance war (declared or undeclared), military action, insurrection, act of any governmental or military agency acting under actual or assumed authority, expropriation, strike, lockout, lawful and unlawful labour dispute and any other like cause.
- 1.5 “Goods” mean the materials, products, component parts, packaging and labelling of such goods and/or Services to be purchased or to be supplied as specified in the Purchase Order and/or any part thereof.
- 1.6 “Personal Data” means data, whether true or not, about an individual who can be identified:
 - (a) from that data alone; or
 - (b) from that data and other information which Supplier has or is likely to have access.
- 1.7 “Purchaser” means SOL-X Pte. Ltd.



- 1.8 "Purchase Order" shall mean the Purchase Order form, this document and any other document listed herein.
- 1.9 "Services" means any manufacturing, development, customisation or other types of services to be provided by Supplier to Purchaser pursuant to a Purchase Order.
- 1.10 "Supplier" shall mean any person or company having a contract for the provision of Goods to Purchaser.

2. TIME FOR DELIVERY

Time is of the essence for the Purchase Order. The time stipulated for delivery of Goods shall be strictly adhered to. Without prejudice to Supplier's obligation to deliver the Goods on time, Supplier shall give Purchaser notice in writing immediately if any delay is foreseen. Failure to deliver on the date specified or subsequently agreed shall entitle Purchaser (without prejudice to any other rights it may have) to:

- (a) Cancel the Purchase Order without any penalty to Purchaser;
- (b) Refuse to accept any subsequent delivery of the Goods which Supplier attempts to make;
- (c) Recover from Supplier any expenditure reasonably incurred by Purchaser in obtaining the Goods in substitution from another supplier; or
- (d) Claim damages for any additional costs incurred by Purchaser which are in any way attributable to Supplier's failure to deliver the Goods on the due date.

3. DELIVERY TERM

- 3.1 The manner and mode of delivery term shall be in accordance with the terms specified in the Purchaser Order. Where none is stipulated, delivery shall be based on Delivery Duty Paid (DDP) to Purchaser at its business address, Incoterms 2020.
- 3.2 The Purchase Order number must be indicated on all delivery orders and packages pertaining to the same order. Any consequences due to Supplier's failure to comply with this documentation condition shall be at Supplier's sole risk and account.
- 3.3 Supplier shall provide a detailed dispatch note for each delivery, together with warranty listing with serial numbers for each individual consignment (where applicable and required by Purchaser).

4. INSPECTION

- 4.1 Supplier shall ensure that Goods and Services supplied under the Purchase Order conform to the relevant specifications and instructions provided by the Purchaser.
- 4.2 Supplier shall be responsible for ensuring that all inspections and testing of the Goods are properly and adequately performed.
- 4.3 Supplier shall ensure that Purchaser or any third party appointed by Purchaser, has the opportunity to inspect and witness any testing of the Goods at any time at Supplier's workplace or at any other places where such Goods may be.



4.4 Such inspection or testing including the witnessing thereof shall not relieve Supplier from any of its responsibilities and liabilities under the Purchase Order.

4.5 The Goods will be subject to final inspection and acceptance or rejection upon arrival at their destination as specified in the Purchase Order.

5. INVOICING AND PAYMENT

5.1 Invoices submitted by Supplier must indicate the Purchase Order number and include supporting documents evidencing that payment is due.

5.2 Unless specified otherwise in a Purchase Order, payment will be effected within sixty (60) days after receipt of an undisputed invoice (together with supporting documents) by the Purchaser, provided always that the Purchaser has accepted the Goods, or as otherwise agreed and stipulated in the Purchase Order. Payment of a Purchase Order shall not constitute an admission by Purchaser as to the performance by Supplier of its obligations and in no event shall any such payment affect the warranty obligations of Supplier. Any payments shall be without prejudice to any other rights or remedies available to Purchaser under the Purchase Order or at law.

5.3 In the event of dispute or any claims of defect being made by Purchaser, Purchaser shall be entitled to deduct a sum equivalent to the disputed amount from monies due to the Supplier, pending the determination of all claims in respect of such monies.

5.4 Purchaser shall be entitled to set-off any amounts due to Supplier against amounts owed by Supplier to Purchaser.

6. TAXES AND DUTIES

6.1 All taxes, fees and duties assessed against Supplier, in connection with the Purchase Order by national or local authorities having jurisdiction over Supplier at its place of business and at place of execution of the Purchase Order shall be for Supplier's account.

6.2 Purchaser shall be entitled to deduct withholding tax from the amount payable to Supplier, where withholding tax applies to the Goods.

7. CHANGE

7.1 Unless expressly stipulated otherwise, Purchaser reserves the right at any time to make changes in the Purchase Order or any part thereof.

7.2 No change to or modification of the items, specifications, terms, conditions and prices appearing in the Purchase Order shall be binding upon Purchaser, unless expressly agreed in writing by Purchaser. Supplier shall promptly notify Purchaser in the event that any Goods, subject of the Purchase Order, are affected by changes in drawings, specifications or design, but Supplier shall not without prior written consent of Purchaser incorporate any such changes in the order.

8. PASSING OF TITLE AND RISK

8.1 Title and risk in the Goods shall remain with Supplier until they are delivered at the point specified in the Purchase Order and a delivery order is signed.



8.2 The passing of title shall not affect the right to reject the Goods.

9. ACCEPTANCE

In the case of Goods delivered by Supplier not conforming with the Purchase Order, whether by reason of not being of the quality or in the quantity or measurement stipulated or being unfit for the purpose for which they are required, Purchaser shall, at its sole discretion, have the right to ask Supplier to re-supply the Goods or have the right to reject such Goods within a reasonable time of their delivery and inspection and to purchase elsewhere and to claim for any additional expense incurred, without any prejudice to any other right which Purchaser may have against Supplier. The making of any prior payments by Purchaser shall not prejudice Purchaser's right of rejection.

10. TERMINATION

10.1 For Default:

In the event of any breach of any of the terms and conditions of the Purchase Order, including failure to deliver by the due date, the Purchaser without prejudice to any other rights, may terminate the Purchase Order and may return Goods previously supplied under the Purchase Order for full credit by Supplier. In the event of termination due to non-delivery or non-acceptance due to Supplier's breach of the terms and conditions, Supplier shall undertake to reimburse all monies paid by Purchaser prior to the date of termination, including all direct costs and expenses incurred by Purchaser arising from or in connection with the termination.

10.2 In the event of Liquidation or Reconstruction:

Purchaser may terminate the Purchase Order with immediate effect:

- (a) if Supplier goes into liquidation, becomes bankrupt or has a winding up order made against it;
- (b) in the event of the ownership or control of Supplier being materially altered.

10.3 For Convenience:

The Purchase Order may be terminated at any time by Purchaser giving notice in writing. On receipt of such notice, Supplier will cease production or delivery of the Purchase Order. In full settlement, Purchaser shall pay a fair and reasonable price for all Goods delivered or in a deliverable state at the date when such notice is given, together with such other changes occasioned directly by the termination as Purchaser shall consider reasonable.

11. INTELLECTUAL PROPERTY WARRANTY AND INDEMNITY

11.1 Supplier warrants to Purchaser that at all times all Goods will not be in violation of or infringe any intellectual property rights of any person.

11.2 Supplier shall protect, indemnify and hold harmless Purchaser and its personnel, against any and all liability, loss or expense by reason of any claim, action or litigation by a third party against Purchaser in respect of any patent, copyright,



trademark or other intellectual property rights, foreign or domestic, arising from or in connection with the use or resale or sublicense of Goods.

12. LICENCE AND PERMIT

If execution of the Purchase Order requires any licence or other permit issued in the country of shipment and/or origin, the Purchase Order shall be conditional upon such licence or other permit being available at the relevant time. Supplier shall be fully responsible for obtaining the necessary licence and permit.

13. PRODUCT WARRANTY

13.1 Supplier warrants to Purchaser and its clients that the Goods shall comply in every respect with any specifications, drawings, data and other instructions forming part of the Purchase Order and shall be free of defective materials or workmanship and is complete without any omissions. Supplier shall be fully responsible for rectifying and making good immediately upon being notified by Purchaser any omission and defects in the Goods, or any portion thereof, which may appear or occur during the warranty period, which shall not in any case be less than twelve (12) months from the date of completion of commissioning or eighteen (18) months from the date of shipment, whichever occurs first. Parties shall specify any deviation from these warranty terms in the Purchase Order.

13.2 Supplier shall ensure that all manufacturer's warranties for Goods not manufactured by Supplier is directly extended to the Purchaser and, at the Purchaser's option, the Purchaser may exercise any of the warranty herein directly against the manufacturer of the Goods and its agents.

13.3 Supplier's liability shall extend to all damages directly caused by the omissions or defects, including incidental damages, such as removal, inspection, costs of return or storage.

14. SERVICE WARRANTY

14.1 Supplier shall perform all Services: (i) exercising that degree of professionalism, skill, diligence, care, judgment and integrity which would be reasonably be expected from a skilled and experienced service provider supplying Services under the same or similar circumstances as the Services under this Purchase Order; (ii) in accordance with all specifications and requirements forming part of the Purchase Order and (iii) using only personnel with the skills, training, expertise and qualifications necessary to carry out the Services.

14.2 Purchaser may object to any of Supplier's personnel engaged in the performance of Services who, in the reasonable opinion of Purchaser, are lacking in appropriate skills or qualifications, engage in misconduct, constitute a safety risk or hazard or are incompetent or negligent. Supplier shall promptly remove such personnel from the performance of any Services upon receipt of such notice.

15. LIMITATION OF LIABILITY

15.1 Purchaser's liability to Supplier shall in no event exceed the value of the Purchase Order.



- 15.2 Purchaser shall not be liable to Supplier for any indirect, special or consequential damages howsoever arising, even if Purchaser has been informed of the possibility of such damages.

16. CONFIDENTIALITY

- 16.1 Any Purchase Order placed by Purchaser including all accompanying designs, drawings, specifications and information shall be treated as confidential.
- 16.2 Supplier shall also hold in confidence information and data in any Purchase Order and any other information about the business, customers, clients or supplier of Purchaser and/or its Affiliates, directly or indirectly disclosed by Purchaser and/or its Affiliates. Supplier undertakes that it shall not divulge to third parties or use in any way without prior written approval from Purchaser such information and data, other than for accomplishing the setup, supply and delivery of Goods and/or Services under the Purchase Order.

17. FORCE MAJEURE

Neither party shall be liable for any failure to fulfil any term of the Purchase Order if fulfilment has been delayed, interfered with or prevented by Force Majeure. Force Majeure may only be invoked if the event preventing the fulfilment is due to no fault of the obligor and occurred after the obligation came into being.

18. INSURANCE

Supplier shall effect and maintain at its own cost, all applicable insurances as required by law and to cover Supplier's responsibilities and liabilities arising from or in connection with Supplier's provision of Goods and Services to Purchaser with coverage at least sufficient to cover its maximum potential liability to Purchaser in the event of any damage, loss or injury (including death) to any person or property, including but not limited to workmen's compensation insurance, general liability insurance, transit insurance, insurance against loss or damage to the Goods stored while in the Supplier's care, custody or control. At Purchaser's request, Supplier shall furnish to Purchaser details of the insurance(s) they have secured, for Purchaser's reference. Purchaser has no obligation to obtain insurance while Goods are in transit from Supplier to the delivery point. Nothing contained herein shall serve in any way to limit or waive Supplier's responsibilities or liabilities under the Purchase Order.

19. SPECIAL CONDITIONS

Where special conditions are stated in the Purchase Order, those conditions shall apply equally with the general terms and conditions shown herein, except that where there is any inconsistency between the general and special conditions, the special conditions shall apply.

20. PERSONAL DATA PROTECTION

- 20.1 Supplier shall, at its own costs, comply with all its obligations under applicable Data Protection Legislation.
- 20.2 Supplier shall only process, use or disclose Company Personal Data:



- (a) strictly for the purposes of fulfilling its obligations and providing the Goods under an applicable Purchase Order;
 - (b) with Purchaser's prior written consent; or
 - (c) when required by law or an order of court but shall notify Purchaser as soon as practicable before complying with such law or order of court at its own costs.
- 20.3 Supplier shall only allow authorized personnel to access Company Personal Data. Company Personal Data is not to be shared with a third party, without the prior written consent of Purchaser.
- 20.4 Supplier shall protect Company Personal Data in Supplier's control or possession by making all appropriate security measures (including, where appropriate, physical, administrative, procedural and information and communications technology measures) to prevent accidental, unlawful, or unauthorized use, collection, access (including remote access), disclosure, copying, modification, disposal, destruction, in compliance with all applicable data protection laws and Purchaser's data security policies.
- 20.5 Supplier shall put in place adequate measures to ensure that Company Personal Data in its possession or control remain or is otherwise accurate and complete. Supplier shall take steps to correct any errors in Company Personal Data, as soon as practicable upon Purchaser's written request.
- 20.6 Supplier shall not transfer Company Personal Data to a place outside Singapore without Purchaser's prior written consent. If Purchaser provides written consent, Supplier shall provide a written undertaking to Purchaser that Company Personal Data transferred outside Singapore will be protected at a standard that is comparable to that under the PDPA and the GDPR. If Supplier transfers Company Personal Data to any third party overseas, Supplier shall procure the same written undertaking from such third party.
- 20.7 Supplier shall not retain Company Personal Data (or any documents or records containing Company Personal Data, electronic or otherwise) for any period of time longer than necessary to serve the purposes of the Purchase Order.
- 20.8 Supplier shall, upon the request of Purchaser:
- (a) return to Company all Company Personal Data; or
 - (b) delete all Company Personal Data in its possession;
- and, after returning or deleting all Personal Data, provide Purchaser with written confirmation that it no longer possesses any Company Personal Data. Where applicable, Supplier shall also instruct all third parties to whom it has disclosed Company Personal Data for purposes of the Purchase Order, to return to Supplier or delete, such Company Personal Data.



- 20.9 In the event Supplier becomes aware of a breach of any of its obligations under this Section 20, Supplier shall take immediate steps to rectify such breach and shall notify Purchaser within twenty-four (24) hours of such detection or knowledge.
- 20.10 Where notification to any data protection authority is required, Supplier shall provide its full cooperation to Purchaser to allow Purchaser to comply with any reporting requirements.

21. COMPLIANCE WITH LAWS

- 21.1 Supplier shall comply with all applicable laws, ordinances, rules, statutes and regulations issued by government agencies, authorities and other regulatory bodies ("Applicable Laws"), including but not limited to Applicable Laws stated under Sections 21.2 to 21.6 below.
- 21.2 Supplier shall comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption, including but not limited to the Singapore Prevention of Corruption Act (Chapter 241) ("Relevant Requirements"). Supplier shall have and shall maintain in place throughout the term of an applicable Purchase Order, its own policies and procedures, including but not limited to adequate procedures to ensure compliance with the Relevant Requirements. It is agreed that Supplier will not engage in any activity or practice which constitutes an offence under the Relevant Requirements, including not to offer, pay, consider or benefit, either directly or indirectly, an inducement or reward of any kind for any services, or possible services in relation to a Purchase Order.
- 21.3 Supplier undertakes that it will not supply, distribute, transfer or transmit products, software or technical information (even if incorporated into products) except in compliance with all applicable trade control laws and regulations concerning the import, export, or re-export of products, software or technology, or their direct product (or licenses or orders issued pursuant thereto), including (a) applicable customs regulations, Council Regulation (EC) No. 428/2009; (b) any sanction regulations issued by the Council of European Union; the International Traffic in Arms Regulations ("ITAR"); (d) the Export Administration Regulations ("EAR") and (e) the regulations and orders issued or administered by the US Department of the Treasury, Office of Foreign Assets Control, in relation to export control, anti-boycott and trade sanction matters. If requested by Purchaser, Supplier agrees to provide all information and sign all necessary trade control and export-related documents as may be required to comply with applicable trade control laws and regulations.
- 21.4 Where Services are being provided on property occupied by Purchaser, Supplier shall be responsible for the safety of all persons engaged in providing the Services, and all persons who may be affected by activities of Supplier. Supplier shall comply with codes of conduct, security, health and safety, and any other policies, rules and requirements of Purchaser or its customers, as may be in force from time to time, where applicable to Supplier, and as notified by Purchaser.
- 21.5 Supplier shall comply with all applicable laws, statutes, regulations and codes relating to modern slavery requirements, forced labour and human trafficking, including but not limited to Singapore's Prevention of Human Trafficking Act 2014 ("Modern Slavery Requirements"). Supplier shall have and shall maintain in place



throughout the Term of the Purchase Order its own policies and procedures, including but not limited to adequate procedures to ensure compliance with the Modern Slavery Requirements. It is agreed that Supplier must commit to all areas of the Modern Slavery Requirements for any services, or possible services in relation to the Purchase Order.

- 21.6 A breach of any of the provisions in Section 20 or Section 21 shall be deemed a material breach of these Purchasing Terms. Without prejudice to any other rights Purchaser may have under the Purchase Order or at law, Purchaser may terminate the Purchase Order or any other works relating to the Purchase Order immediately upon notice in writing, should Supplier, including any of its employees, agents, consultants violate any of the provisions of Section 20 or Section 21.

22. LIABILITY AND INDEMNITY

Supplier shall indemnify Purchaser and its officers, employees and agents, against all actions, claims, demands, losses, injuries (including deaths), damages, statutory penalties, expenses and costs (including legal costs on an indemnity basis) in respect of any person or property arising out of:

- (a) the negligence, acts or omissions of Supplier and/or any of its subcontractors;
- (b) the non-compliance or breach of any of these Purchasing Terms by Supplier and/or any of its subcontractors.

23. WAIVER

- 23.1 Failure by Purchaser to enforce the performance of any of the provisions of the Purchase Order shall neither be deemed to be a waiver of its rights hereunder nor shall it affect the validity of the Purchase Order in any way.
- 23.2 Any waiver by Purchaser to any breach of the Purchase Order shall not constitute a precedent nor bind the parties to any subsequent breach by Supplier.

24. ASSIGNMENT AND SUB-CONTRACT

- 24.1 Supplier shall not assign nor sub-contract any part or all of its obligations and responsibilities under a Purchase Order to any other party or sub-Supplier without the prior written consent or approval of the Purchaser. In the event that Purchaser agrees to Supplier assigning or sub-contracting any part or all of its obligations and responsibilities under a Purchase Order to any other party or sub-Supplier, Supplier shall remain liable for all Supplier's obligations and responsibilities under the Purchase Order and shall ensure that the party to which the Purchase Order is assigned or sub-contracted will:
- (a) possess all valid and requisite licences, permits and/or approvals required to perform the obligations and responsibilities required of Supplier under the Purchase Order; and
 - (b) observe all the terms and conditions of these Purchasing Terms applicable to Supplier.
- 24.2 Purchaser shall be permitted to assign a Purchase Order to its Affiliates.



25. SEVERABILITY

If any provision of these Purchasing Terms (or part of any provision) is found by any court or other authority of the competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of this, and the validity and enforceability of the other provisions of these Purchasing Terms shall not be affected.

26. PUBLICITY

Neither Party shall use the name of the other, or the name of any companies associated with the other, in connection with any advertising or publicity materials or activities without the prior written consent of the other Party.

27. AUTHORITY

Each Party hereby represents and warrants that it has full right and authority to enter into and perform any and all provisions of these Purchasing Terms and that there are no encumbrances or other restrictions that may prevent each such Party or its employees from performing any and all provisions of these Purchasing Terms.

28. NON-EXCLUSIVITY

Nothing contained herein is intended or shall be construed as creating any exclusive arrangement with Supplier. These Purchasing Terms shall not restrict Purchaser from acquiring similar, equal or like Goods from other Suppliers, entities or sources.

29. GOVERNING LAW AND JURISDICTION

These Purchasing Terms and the Purchase Order shall be governed, construed and shall take effect in accordance with the laws of Singapore and Supplier agrees to submit to the exclusive jurisdiction of the Courts of Singapore.

30. ENTIRE AGREEMENT

The terms and conditions set out on the Purchase Order, together with any subsequent amendments made in writing by Purchaser, represent the entire terms and conditions of the agreement between Purchaser and Supplier.

Version: 5 January 2022